

BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, MARCH 30, 2017
TOWN COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE
AGENDA

- 1. Call Meeting To Order**
- 2. Roll Call**
- 3. Presentation of any Town Council Recognitions**
- 4. Consider minutes of previous meetings**
- 5. Receive and review correspondence and documents**
 - a. Weekly Construction Summary – 3/10/17, 3/17/17, 3/24/17
- 6. New Ordinances to Consider/Introduce**
- 7. Discussion Items** (Manager Clarification and Direction, or Council Discussion and/or Input on Issues)
 - a. Ordinance Committee Update 3-30-2017
 - b. Sewer Committee Update 3-30-2017
- 8. Agenda Items**
 - a. To adopt Resolve #2017-57 to approve receipt of payment for the Town share of the PERC limited partnership which is being sold back to PERC at a closing to occur on or before April 30, 2018.
 - b. To adopt Resolve #2017-58 to approve contracting with Maine Water Company for the oversight, management of the Town Sewer Treatment plant, collection lines and pump stations.
 - c. To adopt Resolve #2017-56 to approve the 2017 Appointments as recommended by the Appointments Committee
- 9. Resignations, Appointments, Assignments, and Elections**
- 10. Approval of Quit Claims, Discharges, and Deeds**
 - a. Keith & Betty French, Map 21 Lot 37 – 2014,2015 tax liens
 - b. Lisa E. Ormsby, Map 32 Lot 56 – 2014, 2015 tax liens+
- 11. Town Manager Report**
 - a. Department Head Reports
 - b. Financial Reports – 2/28/17
- 12. Set Public Hearings, and/or Hold Public Hearings and Approval of any Licenses or Permits**
- 13. Discussion of Items Not on the Agenda for Council and Public**
- 14. Upcoming Public Hearings, Designation of Topics for Committee Assignment, and Scheduling of Committee Meeting**
- 15. Budget Review**
 - a. Protection
 1. Police
 2. Dispatch
 3. Fire
 4. Ambulance
 5. Public Safety Building
 6. Utilities
- 16. Adjournment**

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

5a

MEMORANDUM

TO: Ms. Susan Lessard, Town Manager
Mr. Dave Michaud, Superintendent
Mr. Scott Emery, RD
Mr. Jeff Hammond, CEO

FROM: Mandy Holway Olver

DATE: March 10, 2017

RE: Weekly Construction Summary
Town of Bucksport
Wastewater Treatment Plant Upgrade

Work Completed Week of March 6, 2017

- Continued demolition in the old headworks and the old clarifiers.
- Began placing concrete in the sludge garage.
- Continued yard piping.
- Continued painting.
- Completed startup of the HVAC system in the Headworks and Blower building.
- Continued installation of the intrusion alarm.

Work Scheduled for Week of March 13, 2017

- Continue demolition in the old headworks.
- Begin working on punch list items in the Headworks.
- Place concrete for the Thickeners elevates slabs.
- Continue installing new heating in the Operations building.
- Continue yard piping.
- Continue painting.
- Continue electrical in the Operations building.
- Continue installing the SCADA system.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

MEMORANDUM

TO: Ms. Susan Lessard, Town Manager
Mr. Dave Michaud, Superintendent
Mr. Scott Emery, RD
Mr. Jeff Hammond, CEO

FROM: Mandy Holway Olver

DATE: March 17, 2017

RE: Weekly Construction Summary
Town of Bucksport
Wastewater Treatment Plant Upgrade

Work Completed Week of March 13, 2017

- Began addressing Headworks punch list.
- Continued demolition in the old headworks.
- Began working on punch list items in the Headworks.
- Placed concrete for the press slab extension and various equipment pads.
- Began placing concrete fill in the old Headworks.
- Continued installing new heating piping in the Operations building.
- Continued yard piping.
- Continued electrical in the Operations building.
- Continued installing the SCADA system.
- Completed flowable fill for the old chlorine contact tank.
- Began installing formwork for the thickeners elevated slab.

Work Scheduled for Week of March 20, 2017

- Continue demolition in the old headworks.
- Complete formwork and rebar for the Thickeners elevated slabs.
- Place concrete for the Thickeners elevated slabs.
- Begin Operations blower piping.
- Begin press piping.
- Continue installing new heating in the Operations building.
- Continue yard piping.
- Continue electrical in the Operations building.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

MEMORANDUM

TO: Ms. Susan Lessard, Town Manager
Mr. Dave Michaud, Superintendent
Mr. Scott Emery, RD
Mr. Jeff Hammond, CEO

FROM: Mandy Holway Olver

DATE: March 24, 2017

RE: Weekly Construction Summary
Town of Bucksport
Wastewater Treatment Plant Upgrade

Work Completed Week of March 20, 2017

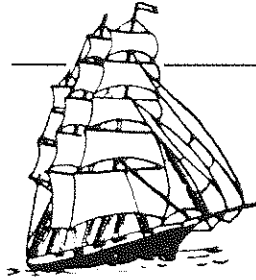
- Continued demolition in the old headworks.
- Completed formwork and rebar for the Thickeners elevated slabs.
- Placed concrete for the Thickeners elevated slabs and the generator slab.
- Placed concrete in the Operations new chemical room and various equipment pads.
- Continued installing new water lines in the Operations building.
- Continued yard piping.
- Continued electrical in the Operations Blower/Pump room.
- Continued addressing Headworks punch list.
- Began masonry work in the Operations lunch room.

Work Scheduled for Week of March 27, 2017

- Begin Operations blower piping.
- Begin sludge press piping.
- Continue installing new plumbing in the Operations building.
- Continue yard piping.
- Continue electrical in the Operations building.
- Continue masonry work in the Operations building.

TOWN OF BUCKSPORT, MAINE

Incorporated June 25, 1792



OFFICE OF

B:

8a

March 30, 2017

Mr. Greg Louder
Municipal Review Committee, Inc.
395 State Street
Ellsworth, ME 04605

RE: Put Option – Town of Bucksport

Dear Greg,

We write to acknowledge receipt of MRC's and PERC's mailing dated February 6, 2017 recommending that our community exercise the Put Option to receive payment from PERC for our share of PERC Limited Partnership interest being sold back to PERC at a closing to occur on or before April 30, 2018. We appreciate that the MRC and PERC settlement terms established choices available to us and that MRC provided detailed information to support taking the question of Put Option exercise back to the legislative body if necessary.

We have determined that no further municipal or other approvals are required by the Town of Bucksport in order to exercise the Put Option. Therefore we respectfully request that the MRC provide notice to PERC on behalf of the Town of Bucksport of its exercise of the Put Option, and we direct the MRC to take all such further action on behalf of the Town of Bucksport as may be necessary or appropriate in order to effectuate transfer of the Town's partnership interest to PERC and to collect payment therefore, all in compliance with the requirements of the PERC Partnership Agreement.

Thank you for your assistance with this matter and please contact us if anything further is needed.

Sincerely yours,

Town Councilors for the Town of Bucksport, Maine



Lessard, Susan <slessard@bucksportmaine.gov>

Equity Charter Members: Action May Be Required

2 messages

Municipal Review Committee <municipal.review.committee1@gmail.com>

Tue, Feb 7, 2017 at 12:54 PM

Reply-To: glounder@mrcmaine.org

To: dgoodine@bucksportmaine.gov

**ATTENTION
EQUITY CHARTER MEMBERS****ACTION REQUIRED**

If your municipality has an ownership interest in PERC, it is known as an Equity Charter Member. As part of a recent settlement between PERC and MRC, all Equity Charter Members have an option to sell their ownership interests back to PERC. To exercise this option, known as the Put Option, action in 2017 at a town meeting or appropriate legislative body may be required.

MRC and PERC are encouraging Equity Charter Members to take advantage of the Put Option to sell the ownership interests. To determine whether your community is an Equity Charter Member and find out your portion of the \$1.5 million ownership interest, click [here](#).

A joint memo from PERC and MRC containing more information about this time sensitive issue is being mailed to Equity Charter Members today. It can also be found [here](#).

If your municipality needs to take legislative action, the MRC has prepared the following Word templates to assist you with the process.

[Sample Town Warrant](#)[Town or City Form of Resolution](#)[Regional Association Form of Resolution](#)**THANK YOU FOR YOUR TIMELY ATTENTION TO THIS REQUEST**

If you have any questions, please visit our website at www.mrcmaine.org, contact contact Greg Lounder at (207) 664-1700 or glounder@mrcmaine.org or contact a [MRC Board Member](#).

[Join Our Mailing List!](#)[Follow us on Twitter](#)[Check out our YouTube Page](#)[Like us on Facebook](#)

8c

RESOLVE #2017-56 TO APPROVE THE 2017 APPOINTMENTS AS RECOMMENDED
BY THE APPOINTMENTS COMMITTEE

Whereas, the Town of Bucksport is due to appoint the following town positions no later than 3/31/201

- a. Tax Assessor – 2 year term – James E. Fitzgerald
- b. Street Naming/Numbering Coordinator – 1 year term – Jeffrey Hammond
- c. Health Officer – 3 year term – Valerie Sulya
- d. Harbor Master – 1 year term – Michael Ormsby
- e. Deputy Harbor Master – 1 year term – David Grant
- f. Planning Board – 5 year term – Steve Feite
- g. Zoning Board of Appeals – 5 year term – Steven Bishop
- h. Parks & Recreation Committee – 3 year term
David Winchester, Frederick (Rick) McHale, Seth Laplant
- i. Conservation Committee – 3 year term
Candice Spaulding, Karen Johnson

Whereas the Town Council Appointments Committee recommends the above named individuals for said appointments,

Be it resolved by the members of the Bucksport Town Council in Town Council assembled to approve the appointment of town positions as cited.

Acted on March 30, 2017

Yes _____ No _____ Abstained _____

Attested by:

Kathy Downes, Town Clerk

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**RESOLVE #R-2017-058 TO ACCEPT THE RECOMMENDATIONS OF THE SEWER
COMMITTEE AND APPROVE THE CONTRACT WITH THE MAINE WATER
COMPANY FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2020**

Whereas, the Town of Bucksport contracts with The Maine Water Company to operate the Town Waste Water Treatment facility; and,

Whereas, the last ratified contract expires on June 30, 2017; and,

Whereas, since that time, the Town of Bucksport has had a secondary treatment plant constructed which requires different levels of staffing, and

Whereas, the Sewer Committee met to review the contract; and,

Whereas, this contract adds one full time Class 3 plant operator as discussed as part of the secondary treatment plant staffing needs identified at the time of system design, and

Whereas, the Sewer Committee recommends that the new contract be approved by the full Town Council,

Be it resolved by the Bucksport Town Council in Town Council assembled to approve the contract with the The Maine Water Company for service to operate the Town Wastewater Treatment Facility for the period July 1, 2017 through June 30, 2020,

Acted on March 30, 2017

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

8c

RESOLVE #2017-56 TO APPROVE THE 2017 APPOINTMENTS AS RECOMMENDED
BY THE APPOINTMENTS COMMITTEE

Whereas, the Town of Bucksport is due to appoint the following town positions no later than 3/31/201

- a. Tax Assessor – 2 year term – James E. Fitzgerald
- b. Street Naming/Numbering Coordinator – 1 year term – Jeffrey Hammond
- c. Health Officer – 3 year term – Valerie Sulya
- d. Harbor Master – 1 year term – Michael Ormsby
- e. Deputy Harbor Master – 1 year term – David Grant
- f. Planning Board – 5 year term – Steve Feite
- g. Zoning Board of Appeals – 5 year term – Steven Bishop
- h. Parks & Recreation Committee – 3 year term
David Winchester, Frederick (Rick) McHale, Seth Laplant
- i. Conservation Committee – 3 year term
Candice Spaulding, Karen Johnson

Whereas the Town Council Appointments Committee recommends the above named individuals for said appointments,

Be it resolved by the members of the Bucksport Town Council in Town Council assembled to approve the appointment of town positions as cited.

Acted on March 30, 2017

Yes _____ No _____ Abstained _____

Attested by:

Kathy Downes, Town Clerk

Treatment Facility Staffing
Proposal 2017

Current Staffing	Cost	Proposed Contract	Cost
Maine Water		Maine Water	
Admin & Mgement	\$ 68,000.00	Admin & Mgement	\$ 69,600.00
Collection System		Collection System	
Maintenance	\$ 22,800.00	Maintenance	\$ 22,800.00
.5 FTE plant		FT Class 3 Operator	\$ 109,000.00
operator	\$ 34,000.00	& .5 FTE operator	\$ 35,000.00
	\$ 124,800.00		\$ 236,400.00
Town		<u>Town</u>	
FT Operator-Wage	\$ 47,294.00	FT Operator-Wage	\$ 47,294.00
FT Operator - Benefit	\$ 29,407.00	FT Operator - Benefit	\$ 29,407.00
Billing Clerk, .5 FTE	\$ 20,523.75	Billing Clerk, .5 FTE	\$ 20,523.75
	\$ 97,224.75		\$ 97,224.75
Total Staffing	\$ 222,024.75	Total Staffing	\$ 333,624.75

This proposal primarily adds one full time Class 3 licensed plant operator to the current level of staffing. If the Town were to consider adding a person on its own for this position in order to reduce staffing costs it would be necessary to obtain a Class 3 licensed operator full time and pay full time benefits. These include not only health, life, and retirement, but also worker's compensation, and unemployment liability. In addition, since this would be a contract with Maine Water, personnel management, replacement, etc. would be their responsibility.

The Town pays a total of \$76,701 for its own staff member with wages and benefits. A class 3 operator would require a higher salary than our current operator.

Stepping away from a contracted service entirely would require the Town to not only hire a Superintendent, but also to hire a part time operator for year round and summer workers to do summer maintenance work on lines.

While this is a substantial increase in the operational cost of the plant and system, it is necessary to staff at the appropriate level for this type of facility, and the town would not save sufficient funds to overcome the additional liabilities to make this a worthwhile step.



Lessard, Susan <slessard@bucksportmaine.gov>

current contract

Richard Knowlton <RKnowlton@mainewater.com>

Tue, Mar 28, 2017 at 6:08 PM

To: David Michaud <DMichaud@mainewater.com>, "slessard@bucksportmaine.gov" <slessard@bucksportmaine.gov>

Hi Dave and Sue,

The proposed contract proposes a breakdown of services over the next 3 years as follows:

WWTP Operations and Maintenance

(Class 4 WWTP Lead Operator and 0.4 FTE plant operator) \$ 144,000 (Does not include Mike Jackson)

Management and Administration \$ 69,600

Collections System Maintenance \$ 22,800

The proposal would continue to provide all the current operations, maintenance, management and administrative services provided historically with appropriate increases for the secondary treatment requirements of the new facility and add one full time Class 4 WWTP licensed operator to the staff.

Hope this helps but please shout with questions,

Rick

Rick Knowlton

VP, Operations

Maine Water Company

(800) 287-1643 office

(207) 975-6169 cell



From: David Michaud
Sent: Tuesday, March 28, 2017 11:53 AM
To: Richard Knowlton
Subject: FW: current contract

Hi Rick, Sue has some questions on the contract and I'm sure of the answers could you help her out. There is another email chain I will send you also.

Dave

From: Lessard, Susan [mailto:slessard@bucksportmaine.gov]

Sent: Tuesday, March 28, 2017 11:50 AM

To: David Michaud

Subject: Re: current contract

[Quoted text hidden]



Lessard, Susan <slessard@bucksportmaine.gov>

current contract

Richard Knowlton <RKnowlton@mainewater.com>
To: "Lessard, Susan" <slessard@bucksportmaine.gov>
Cc: David Michaud <DMichaud@mainewater.com>

Wed, Mar 29, 2017 at 7:36 AM

Good Morning, Sue,

The current agreement is structured to provide the following labor and administrative support on an annual basis:

WWTP Operations and Maintenance (0.5 FTE plant operator)	\$ 34,000	(Does not include Mike Jackson)
Management and Administration	\$ 68,000	
Collections System Maintenance	\$ 22,800	

The operations and maintenance line covers our plant operators to support and work with Mike Jackson. Harold Webb handles most of the testing requirements at the treatment plant and Chris Remick covers most of the pump station and collection system issues. Both Harold and Chris currently cover on call responsibilities with Mike. Dave Michaud's time, along with support services from our Saco office engineering staff, is in the Management and Administration line. As you know, Dave is a working supervisor so the management title is somewhat misleading.

The collections system maintenance is targeted maintenance work we do each summer in accordance with the MMA insurance recommendations. We hire an additional seasonal employee and an occasional subcontractor to complete the projects selected each year.

Comparing the current agreement cost structure to the proposed agreement cost structure in yesterday's message below, the increase in the WWTP Operations and Maintenance line provides for a full time Class 4 licensed operator and provides appropriate wage and benefit adjustments to actual costs of 2017. The current agreement is based on 2014 wage and benefits.

I hope this is responsive to your questions, Sue. Please feel free to call me to discuss. I will be in the office until 9:00 am, then on my cell until approximately 3:00 pm.

Thanks,

Rick

Rick Knowlton

VP, Operations

Maine Water Company

(800) 287-1643 office

(207) 975-6169 cell



From: Richard Knowlton
Sent: Tuesday, March 28, 2017 8:32 PM
To: Lessard, Susan
Subject: RE: current contract

[Quoted text hidden]

DRAFT-10/12/16
OPERATIONS AND MANAGEMENT AGREEMENT
Between
THE MAINE WATER COMPANY and
THE TOWN OF BUCKSPORT

This Operations and Management Agreement (the "Agreement") dated as of July 1, 2017, is between the Town of Bucksport (the "Town") whose address is P.O. Drawer X, Bucksport, Maine 04416, and The Maine Water Company (MWC), whose address is 93 Industrial Park Road, Saco, Maine 04072.

Whereas, the Town is the owner of the Bucksport public wastewater system, and desires to hire MWC to operate and manage the wastewater treatment facility on behalf of the Town in accordance with the terms herein:

Whereas, MWC desires to accept such engagement upon the terms and conditions set forth, and

Whereas, the Town is authorized by law to enter into this Agreement,

Now, therefore, in consideration of the promises and the mutual covenants contained herein, the parties agree to the following:

SECTION ONE-ENGAGEMENT SCOPE OF SERVICES

1.1 Routine Services - Beginning on July 1, 2017 or such other mutually agreed upon date (the "effective date"), MWC shall provide staff and support services necessary for the routine operations and maintenance of the Bucksport wastewater collection system, treatment facility, CSO facility and primary pumping stations and for consultation and reporting to the Town and state regulatory agencies relative to current and future operation of the wastewater treatment system and facilities. During the term of this agreement, operation and maintenance services shall mean:

- Providing the staff and training necessary for the daily supervision, operation and maintenance of the Town's wastewater treatment, pumping and collection system facilities to supplement the Town staff of one full time wastewater department employee; including the responsibilities associated with the Operator in Responsible Charge and standby or on-call duties for emergency response
- Adopting the Town's Operation and Maintenance program to guide the staff in the proper procedures and activities required to operate and maintain the wastewater treatment, pumping and collection facilities
- Collecting, transporting and analyzing (at an appropriate laboratory) all plant effluent samples as necessary to comply with the Me DEP Waste Discharge License and the MEPDES permit #ME0100111
- Maintaining system records, including an Operations and Maintenance Plan and a Wet Weather Management Plan and providing monthly operating reports to the Town and monthly Discharge Monitoring Report to the Me DEP

Bucksport Wastewater Operations and Management Agreement - continued

- Collection system annual flushing as required by the Town's Operation and Maintenance program
- Collection system main line and manhole inspections as required by the Town's Operation and Maintenance program
- Response to Dig Safe system inquiries for collection system line locations
- Support of and coordination with the Town on purchasing of materials and supplies necessary for the operation and maintenance of the wastewater treatment and pumping facilities
- Consultation with the Town Sewer Commissioners and the Maine DEP on issues of regulatory compliance, sewer use ordinance requirements, system maintenance, repairs, improvements, extensions and long range planning.

MWC will perform its services with due diligence and workmanship but will not be responsible for conditions that arise due to the limitations and configuration of the system. MWC will operate the system in accordance with the Bucksport Sewer Use Ordinance, the Plant Operations and Maintenance Manual, the Collection System Operations and Maintenance Manual and generally accepted professional practice. All equipment and tools specific to the operation and maintenance of the wastewater system owned by the Town shall be made available to MWC for use in the system operation and maintenance.

MWC will assist the Town with the development of annual operating and capital budgets and provide input and assistance to the Town financial staff when comparing budget to actual results. MWC personnel will meet regularly with the Town Officials to review the operations and management of the wastewater utility.

Routine services shall be provided by MWC at rates established in Section Four of this Agreement.

1.2 Non-Routine Services - Any additional services not specifically outlined above will be provided by MWC at rates established in Section Four. Approval by the Town Manager will be required for all non-routine services with the exception of emergency maintenance services. MWC shall use its reasonable, professional judgment in responding to emergencies, and if it is not practical to secure the Town's consent prior to responding to an emergency, MWC will promptly advise the Town of its actions in respect to the same.

Non-Routine Services include:

- Labor, materials or equipment for construction services, capital improvements or extensions of the wastewater collection system, including all labor associated with the design, permitting or funding of the secondary treatment facilities
- Labor, materials or equipment for emergency maintenance or repair services caused by or resulting from unlawful discharges to the sewer system as described in the Bucksport Sewer Use Ordinance
- Labor, materials or equipment for emergency maintenance of the collection system (with the exception of the pump stations), including line cleaning, line

Bucksport Wastewater Operations and Management Agreement - continued

jetting or clearing, basin repair or stormwater diversion.

- Labor, materials or equipment for emergency response or repairs to the Orland or Verona pump stations.

1.3 Insurance Coverage - MWC will provide at all times during the terms of this agreement the following insurance coverages:

- (a) Workers' compensation insurance in compliance with the State of Maine statutes for MWC employees
- (b) General liability insurance coverage with a minimum combined single limit of \$1,000,000, and
- (c) Automobile liability insurance with a combined single coverage limit of \$500,000

MWC shall name the Town as an additional insured on the general liability and auto liability coverage and will provide the Town certificates of insurance as evidence of the coverage upon request. The certificates of insurance shall state that no material change or cancellation shall be effective without thirty (30) days' notice to the Town.

SECTION TWO - RESPONSIBILITIES OF THE TOWN

2.1 The Town shall provide all of the necessary infrastructure and equipment, including, but not limited to, any and all necessary computer systems and/or other technology, for the water system to function and operate. The Town shall also take commercially reasonable measures to insure the security and integrity of any such computer systems and technology. The Town and MWC agree that MWC shall have the right to create, through whatever means MWC deems appropriate, remote access to any Town computer system and/or other technology used to operate the water system, and MWC agrees to take commercially reasonable measures to protect the security and integrity of any such remote access.

2.2 The Town will maintain in full force all easements, permits, licenses or other similar approvals and consents necessary to operate and maintain the wastewater system.

2.3 The Town shall be financially responsible for all capital expenditures and equipment repairs or replacement, such as pump or motor replacements, control system computer, software, or instrument replacement.

2.4 The Town shall be financially responsible for power, chemicals, materials and supplies, sludge disposal, telephone, laboratory, postage, heating fuel, insurance, outside contractors, transportation, legal, accounting, audit expense, license fees and other operating costs not specifically mentioned under Routine Services above.

2.5 The Town shall provide access to all wastewater system facilities at all times, and will provide all available maps, drawings and other records of the wastewater system.

Bucksport Wastewater Operations and Management Agreement - continued

2.6 The Town shall provide MWC the use of all existing equipment owned by the Town, including a service truck for the plant operators, specifically for the operation and maintenance of the wastewater system.

2.7 The Town shall be responsible for damage and liability of the wastewater system caused by anything (flood, fire, terrorism, etc.) other than the negligence of MWC.

2.8 The Town shall be responsible for all fines and penalties imposed on the wastewater system, unless imposed directly as a result of the negligence or willful misconduct of MWC.

2.9 The Town will maintain in full force and effect property and liability insurance pertaining to the wastewater system.

2.95 The Town will indemnify, protect and hold MWC and its employees harmless from and against any and all liability related to the performance of this Agreement or the operation of the water system, including, but not limited to, the operation and maintenance of any and all computer systems and other technology involved in the operation of the wastewater system, to the extent such liability was not caused by the negligence or the willful misconduct of MWC. The Town agrees that MWC will not be liable to the Town or any of its customers for the diminution or interruption of service with the wastewater system not the result of MWC's negligence or willful misconduct, or for the delay which results from causes beyond the MWC's reasonable control. Under no circumstances will MWC be responsible for special, punitive, incidental or consequential damages, and MWC will not be responsible for conditions or failures that arise due to the limitations and configuration of the wastewater system, including, but not limited to, any issues involving the safety and/or security of any computer system or other technology involved in the operation of the wastewater system (except as explicitly otherwise provided herein). MWC will not be responsible for any claims, damages, or causes of action which may arise in connection with the activities of any other contractor retained directly by the Town.

This Agreement, including anything contained herein, in no way acts to abrogate or waive any immunity available under the Maine Tort Claim Act or otherwise available by law, which the Town and its employees expressly reserve.

Each party acknowledges that the other party's ability to effectively carry out its obligations under this agreement depends in large part upon the cooperation and prompt and timely fulfillment of each party's obligation hereunder. Each party hereby agrees that it shall execute documents and take such actions at such times and in such manner so as to enable the other party to perform its obligations hereunder.

SECTION THREE-RESPONSIBILITIES OF MWC

Bucksport Wastewater Operations and Management Agreement - continued

3.1 MWC will provide all services under this Agreement in compliance with all applicable state and federal regulatory rules, requirements, and laws, and consistent with all applicable local ordinances. MWC will provide appropriately trained personnel.

3.2 The parties intend that MWC shall be an independent contractor, and that MWC and any of its agents or employees in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of the Town. The Town is interested only in the results to be achieved, and the conduct and control of the work will lie solely with MWC. MWC shall have the exclusive right to hire, terminate, and discipline its employees. Neither MWC nor its employees provided under this Agreement is to be considered an agent or employee of the Town for any purpose. Any MWC employee who performs services for the Town pursuant to this Agreement shall be bound by the provisions of this Agreement and MWC, at the request of the Town, shall furnish to the Town satisfactory evidence to that effect.

MWC shall be responsible for the payment of and reporting of all taxes with respect to its employees and agents, including, without limitation, withholding, unemployment, social security tax, federal income tax, state income tax, and any other tax required by law.

3.3 MWC shall indemnify, protect, and hold the Town and its employees harmless from and against all liability relating to the performance of this Agreement or the operation of the wastewater system, including all fines, penalties or assessment, to the extent such liability was caused by the negligence or willful misconduct of MWC or its employees. In the event that a claim is asserted against the Town by an employee of MWC, MWC expressly agrees to waive its immunity under the Maine Workers Compensation Act in order to defend (at the Town's option), indemnify and hold harmless the Town from any such claim. MWC expressly reserves its immunity under the Maine Workers Compensation Act with respect to any claims brought directly against MWC by or through an MWC employee.

SECTION FOUR – COMPENSATION

4.1 Routine Services - As compensation for all services rendered pursuant to Section 1.1 above, MWC shall bill the Town on a monthly basis, commencing with the effective date and through the first twelve months, the sum of \$19,700.00. For the following two twelve-month periods, the monthly compensation shall be adjusted annually by the change in the CPI-U for that same period.

4.2 Non-Routine Services - Costs for non-routine services provided by MWC pursuant to Section 1.2 above shall be paid by the Town to MWC on a time and expense basis per the attached Schedule 1.

4.3 Materials, Supplies, and Subcontractors - Materials, supplies, and services purchased through MWC will be billed to the Town at actual cost plus a 10% fee to reimburse MWC for administrative expenses. MWC agrees to pass on to the Town any discounts on materials,

Bucksport Wastewater Operations and Management Agreement - continued

supplies, and subcontractors received by MWC. No fees will be charged by MWC for materials, supplies, or services billed to and paid directly by the Town.

4.4 Payment Terms - MWC's invoices for services rendered hereunder and for reimbursement of amounts expended shall be due and payable by the Town within 30 days of the invoice date. All past due amounts shall bear interest after the due date at the rate of one and one-half percent (1.5%) per month.

SECTION FIVE -TERM OF AGREEMENT AND TERMINATION

5.1 Term -This agreement shall remain in effect for three years from the effective date, and may be extended for additional terms as mutually agreed upon by MWC and the Town. Upon notification of termination, the contract will continue for 60 days under the existing terms and training will be provided as necessary to keep the collection and treatment system operational.

5.2 Termination - In the event of a default by either party, the nondefaulting party may terminate this agreement on thirty (30) days written notice to the defaulting party, except that this agreement shall not be terminated if the defaulting party cures the default during the thirty (30) day written notification period.

5.3 Authority - The Town and MWC warrant and represent that each has the authority to enter into this Agreement. The Town warrants that it has appropriate funds available for payments to MWC required by the Agreement.

5.4 Force Majeure - If because of any act or occurrence beyond the reasonable control of either party, including, without limitation, acts of God, legislation or lawful regulations of any governmental body, court order, fire, flood, explosion, strikes, labor disputes or shortages, wars or civil commotion, either party is prevented from performing any or all of its obligations hereunder, and if the party unable to perform gives prompt notice to the other party of such force majeure, then such party unable to perform shall be required to resume performance of its obligations under this Agreement only upon termination of the aforementioned force majeure and any time or date limitation shall be extended to the extent such party is so prevented.

SECTION SIX—MISCELLANEOUS PROVISIONS

6.1 Governing Law- This Agreement, and any and all documents and instruments executed and delivered in connection with this Agreement, shall be governed by and construed under the laws of the State of Maine, without regard to conflicts of law rules or principles.

6.2 Dispute Resolution- In the event that a dispute between the parties cannot be resolved among themselves by informal means, the parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a

Bucksport Wastewater Operations and Management Agreement - continued

mediator jointly selected by the parties. The parties will participate in such mediation in good faith and will disclose to the other party and the mediator all pertinent information concerning the dispute in their possession or control. Such mediation shall not exceed one full day or two half days in length without the prior written consent of the parties. No party shall be prejudiced by any position taken by that party during mediation, and no party shall be bound by any recommendation of the mediator unless the party accepts it. If the parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.

6.3 Headings- The paragraph headings used in this Agreement are for convenience of reference only, and do not in any way limit or amplify the terms and provisions hereof.

6.4 Severability of Agreement- If any provision of this Agreement or the application of it is held to be invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

6.5 Entire Agreement- This Agreement, along with all exhibits hereto, constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to the matters contained herein, and supersedes all negotiations, prior discussions, and preliminary agreements, either oral or written. This Agreement may not be modified or amended and no provision hereof shall be waived except in writing and signed by both parties.

IN WITNESS WHEREOF, The Maine Water Company, by its duly authorized officer, and the Town, by its duly authorized Town Manager, have executed this Agreement as of the date and year written on page one of this Agreement.

IN WITNESS WHEREOF, The Maine Water Company by its duly authorized officer, and the Town, by its duly authorized Agent(s), have executed this Agreement as of the date and year written on page one.

WITNESS:

TOWN OF BUCKSPORT

WITNESS:

THE MAINE WATER COMPANY

Judy E. Wallingford
Its: President

Bucksport Wastewater Operations and Management Agreement - continued

SCHEDULE 1

2016 BILLING RATES

Position	Hourly Rate
Field Service Rep - Regular	\$ 45.00
Field Service Rep - Overtime	\$ 67.50
Utility Supervisor (Foreman)	\$ 65.00
Plant Operator	\$ 50.00
Superintendent	\$ 75.00
Engineering	\$ 80.00
Customer Service	\$ 40.00
Accounting / Rates	\$ 110.00
Finance Manager	\$ 115.00
Customer Service Mgr	\$ 85.00
VP Operations / President	\$ 175.00

10a

Municipal
QUITCLAIM DEED

Know all Persons by these Presents,

That the Inhabitants of -----TOWN OF BUCKSPORT-----
A body corporate and politic, located at-----BUCKSPORT-----
in the County of ---HANCOCK--- and State of Maine,
in consideration of one dollar and other valuable consideration paid by

KEITH M. FRENCH
BETTY L. FRENCH

whose mailing address is

1861 STATE ROUTE 46, BUCKSPORT, ME 04416

the receipt whereof it does hereby acknowledge, does hereby *remise, release, bargain,*
sell and convey, and forever *quitclaim* unto the said

KEITH M. FRENCH
BETTY L. FRENCH

heirs and assigns forever, all its right, title and interest in and to the following described
real estate situated at 1861 STATE ROUTE 46, BUCKSPORT-----
in the County of---HANCOCK--- and State of Maine:

LOCATED ON MAP 21 LOT 37 OF THE ASSESSORS TAX MAPS FOR THE TOWN
OF BUCKSPORT, CONSISTING OF 54 MAPS NUMBERED FROM 1 THRU 53
INCLUSIVE, WHICH ARE ON FILE AT THE TOWN OF BUCKSPORT MUNICIPAL
OFFICE, 50 MAIN STREET, BUCKSPORT, MAINE.
(TRIO REAL ESTATE ACCT#2874)

Meaning and intending to convey and hereby conveying any interest the Grantor herein
may have in the foregoing property by virtue of unpaid taxes for the tax year(s)

TAX LIEN RECORDED ON 06/17/2014 BK 6237 PG 247
TAX LIEN RECORDED ON 06/16/2015 BK 6408 PG 138

AT THE HANCOCK COUNTY REGISTRY OF DEEDS

To have and to hold the same, together with all the privileges and appurtenances there unto belonging to the said

KEITH M. FRENCH
BETTY L. FRENCH

heirs and assigns forever.

In Witness Whereof, the said Inhabitants of ---TOWN OF BUCKSPORT--- has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its COUNCILORS thereunto duly authorized, this 30 TH day of the month of MARCH A.D. 2017.

*Signed, Sealed and Delivered
in presence of*

Inhabitants of TOWN OF BUCKSPORT

.....
Susan Lessard (Witness to All)

.....
Robert G. Carmichael Jr.
.....
Paul R. Gauvin
.....
David W. Kee
.....
David G. Keene
.....
Paul F. Rabs
.....
Peter L. Stewart
.....
Joseph N. York

STATE OF MAINE, COUNTY OF HANCOCK ss. MARCH 30, 2017.

Then personally appeared the above named COUNCILORS
And acknowledged the foregoing instrument to be THEIR free act and deed in
THEIR said capacity, and the free act and deed of said body corporate.

Before me,

.....
Kathy L. Downes, Notary Public
State of Maine — Hancock County
My commission expires: May 15, 2023

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Municipal
QUITCLAIM DEED

Know all Persons by these Presents,

That the Inhabitants of -----TOWN OF BUCKSPORT-----
A body corporate and politic, located at-----BUCKSPORT-----
in the County of ---HANCOCK--- and State of Maine,
in consideration of one dollar and other valuable consideration paid by

LISA E. ORMSBY

whose mailing address is

17 MIDDLE STREET, BUCKSPORT, ME 04416

the receipt whereof it does hereby acknowledge, does hereby *remise, release, bargain,*
sell and convey, and forever *quitclaim* unto the said

LISA E. ORMSBY

heirs and assigns forever, all its right, title and interest in and to the following described
real estate situated at 17 MIDDLE STREET, BUCKSPORT-----
in the County of---HANCOCK--- and State of Maine:

LOCATED ON MAP 32 LOT 056 OF THE ASSESSORS TAX MAPS FOR THE
TOWN OF BUCKSPORT, CONSISTING OF 54 MAPS NUMBERED FROM 1 THRU
53 INCLUSIVE, WHICH ARE ON FILE AT THE TOWN OF BUCKSPORT
MUNICIPAL OFFICE, 50 MAIN STREET, BUCKSPORT, MAINE.
(TRIO SEWER ACCT#1708)

Meaning and intending to convey and hereby conveying any interest the Grantor herein
may have in the foregoing property by virtue of unpaid taxes for the tax year(s)

SEWER LIEN RECORDED ON 09/23/2014 BK 6285 PG 238
SEWER LIEN RECORDED ON 03/19/2015 BK 6363 PG 273

AT THE HANCOCK COUNTY REGISTRY OF DEEDS

To have and to hold the same, together with all the privileges and appurtenances there unto belonging to the said

LISA E. ORMSBY

heirs and assigns forever.

In Witness Whereof, the said Inhabitants of ---TOWN OF BUCKSPORT--- has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its COUNCILORS thereunto duly authorized, this 30TH day of the month of MARCH A.D. 2017.

*Signed, Sealed and Delivered
in presence of*

Inhabitants of TOWN OF BUCKSPORT

.....
Susan Lessard (Witness to All)

.....
Robert G. Carmichael Jr.
.....
Paul R. Gauvin
.....
David W. Kee
.....
David G. Keene
.....
Paul F. Rabs
.....
Peter L. Stewart
.....
Joseph N. York

STATE OF MAINE, COUNTY OF HANCOCK ss. MARCH 30, 2017.

Then personally appeared the above named COUNCILORS
And acknowledged the foregoing instrument to be THEIR free act and deed in
THEIR said capacity, and the free act and deed of said body corporate.

Before me,

.....
Kathy L. Downes, Notary Public
State of Maine – Hancock County
My commission expires: May 15, 2023